

EXHIBIT A

**STATE OF TENNESSEE
Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243-1131
PH - 615.532.5260, FX - 615.532.2788
robert.walker@tn.gov**

April 13, 2012

Hartford Life & Accident Ins Co
2908 Poston Avenue, % C S C
Nashville, TN 37203
NAIC # 70815

Certified Mail
Return Receipt Requested
7011 0470 0000 5068 8760
Cashier # 2080

Re: Ann C Cooper V. Hartford Life & Accident Ins Co

Docket # 1-75-12

To Whom It May Concern:

Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served March 6, 2012, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Joe Walker
Designated Agent
Service of Process

Enclosures

cc: Circuit Court Clerk
Knox County
400 Main Avenue, Rm M-30 C/C Bldg
Knoxville, Tn 37902

<u>KNOX</u> County	STATE OF TENNESSEE CIVIL SUMMONS page 1 of 1	Case Number <u>1-75-12</u>
ANN C. COOPER vs. HARTFORD LIFE & ACCIDENT INS. CO.		

Served On:

Registered Agent

c/o TN Dept. of Commerce and Insurance, 500 James Robertson Pkwy, Nashville, TN 37243

2012 FEB 17 P 3: 37

You are hereby summoned to defend a civil action filed against you in Knox Circuit Court, CATHERINE F. OWIST, Clerk of the Court, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiff's attorney at the address listed below. If you fail to defend this action by the below date, judgment by default may be rendered against you for the relief sought in the complaint.

Issued:

2-28-12

Catherine F. Owist
Clerk / Deputy Clerk

Attorney for Plaintiff:

Jesse D. Nelson, Law Office of Jesse D. Nelson, PLLC
P.O. Box 22685, Knoxville, TN 37933; (865) 363-1053; jesse@jessnelsonlaw.com

Rosemary E. Wheeler, D.C.

NOTICE OF PERSONAL PROPERTY EXEMPTION

TO THE DEFENDANT(S): Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption as well as a homestead exemption from execution or seizure to satisfy a judgment. The amount of the homestead exemption depends upon your age and the other factors which are listed in TCA § 26-2-301. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for your self and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer. Please state file number on list.

Mail list to _____, Clerk, _____ County

CERTIFICATION (IF APPLICABLE)

I, _____, Clerk of _____ County do certify this to be a true and correct copy of the original summons issued in this case.

Date: _____

Clerk / Deputy Clerk

OFFICER'S RETURN: Please execute this summons and make your return within ninety (90) days of issuance as provided by law.

I certify that I have served this summons together with the complaint as follows:

Date: _____

RETURN ON SERVICE OF SUMMONS BY MAIL: I hereby certify and return that I sent postage

prepaid, by registered return receipt mail or certified return receipt mail, a copy of the summons and a copy of the complaint in the above styled case, to the defendant _____ on _____.

The return receipt is attached to this original summons to be filed by the Court Clerk.

Date: _____

Notary Public / Deputy Clerk (Comm. Expires _____)
0181-844 (008) RO 1825-185 (212)

Signature of Plaintiff

Plaintiff's Attorney (or Person Authorized to Serve Process)

(Attach return receipt on back)

ADA: If you need assistance or accommodations because of a disability, please call _____, ADA Coordinator, at () _____

The Americans with Disabilities Act prohibits discrimination against any qualified individual with a disability. The Tennessee Judicial Branch does not permit discrimination against any individual on the basis of physical or mental disability in accessing its judicial programs. In accordance with the Americans with Disabilities Act, if necessary, the Tennessee Judicial Branch will provide reasonable modifications in order to access all of its programs, services and activities to persons with qualified individuals with disabilities.

If you require a modification to access the judicial program and/or have special needs because of a qualified disability, you must submit a written Request for Modification to the Local Judicial Program ADA Coordinator listed below at least five (5) business days prior to the date of the judicial program, if possible. A form is available from the Local Judicial Program ADA Coordinator or from the Tennessee Judicial Program ADA Coordinator.

If you need assistance, have questions or need additional information, please contact the Local Judicial Program ADA Coordinator:

Pat Carson, Suite 360 City-County Building, 400 Main Street, Knoxville, Tn. 37902
(865) 215-2982 TTY: 215-2487
petcarson@knoxcounty.org

If you need assistance, have questions or need additional information, you may also contact the Tennessee Judicial Program ADA Coordinator:

Julie Taylor, 511 Union Street, Ste. 600, Nashville, Tn. 37219
(615) 741-2887 OR (800) 448-7870
adaordinator@tncourt.state.tn.us

The Tennessee Judicial Branch Americans With Disabilities Act Policy Regarding Access to Judicial Programs, as well as a Request for Modification form may be found online at www.tjc.state.tn.us.

IN THE CIRCUIT COURT OF KNOX COUNTY, TENNESSEE
AT KNOXVILLE

FILED

2012 FEB 17 P 3:37

ANN C. COOPER,

Plaintiff,

vs.

HARTFORD LIFE AND ACCIDENT
INSURANCE COMPANY,

Defendant.

CATHERINE F. QUIST
CIRCUIT COURT CLERK

Docket No.:

1-75-12

Jury Demanded

COMPLAINT

Comes now the Plaintiff, Ann C. Cooper, by and through counsel, and for her suit against Defendant, Hartford Life and Accident Insurance Company, would show as follows:

PARTIES

1. Plaintiff is an adult resident of Knoxville, Knox County, Tennessee.
2. Defendant is a foreign corporation authorized to issue policies of insurance in Tennessee. It may be served with process through the Commissioner of the Tennessee Department of Commerce and Insurance.

JURISDICTION AND VENUE

3. The Court has jurisdiction over this matter pursuant to Tennessee Code Annotated sections 16-10-101 and 106. Venue is proper in Knox County.

FACTS AND CAUSES OF ACTION

4. Ms. Cooper worked for the University of Tennessee as a research associate until approximately January 2011.

5. Defendant issued a Group Insurance Policy to the University of Tennessee, policy number GLT-675434 (attached hereto as **Exhibit A**), which purported to provide long-term disability benefits to those eligible employees of the university.

6. Ms. Cooper was a covered and eligible employee under the policy, and all premiums were paid and current.

7. In 2005 Ms. Cooper was diagnosed with multiple sclerosis. Despite her devastating diagnosis and while remaining under the care of her physician, she continued to work at her normal job. As the disease progressed, however, she began to experience significant decline in her cognitive abilities and began to experience extreme fatigue, both of which fit the natural progression of multiple sclerosis and prevented her from performing the essential duties of her job.

8. Finally in December 2010—more than five years after first being diagnosed—Ms. Cooper was forced to leave her vocation due to the effects of her disease, and she properly filed a claim for long-term disability benefits under Defendant's policy GLT-675434.

9. Defendant wrongfully denied Ms. Cooper's claim for benefits despite there being ample medical evidence to demonstrate the disease's progression and Ms. Cooper's inability to perform one or more essential duties of her job.

10. Ms. Cooper properly appealed Defendant's denial through its internal appeal procedures. She also complied with each of Defendant's proof of loss

requirements and readily submitted all medical information that was requested. Still, Defendant has willfully refused to pay any of the benefits to which Ms. Cooper is entitled under policy GLT-675434.

11. Ms. Cooper continues to be unable to perform one or more duties of her previous job as a research associate, and she continues to be under the care of a physician for her multiple sclerosis. Her disability lasted throughout the elimination period and will likely continue throughout the remainder of her life.

COUNT 1 - BREACH OF CONTRACT

12. A valid contract of insurance, namely policy GLT-675434, existed between Ms. Cooper and Defendant.

13. Defendant has breached and continues to be in breach of its duties under policy GLT-675434 in that it has refused to pay any of the benefits to which Ms. Cooper is entitled under the contract.

14. As a direct and proximate result of Defendant's breach, Ms. Cooper has suffered and continues to suffer substantial loss and damages.

COUNT 2 - VIOLATION OF THE TENNESSEE CONSUMER PROTECTION ACT

15. Defendant, in the course of entering into the contract, handling and investigating Ms. Cooper's claim, and then denying said claim, engaged in unfair and deceptive acts and practices declared unlawful by the Tennessee Consumer Protect Act,

and these knowing and willful actions occurred in connection with trade, commerce, and a consumer transaction.

16. Defendant's conduct directly caused and continues to cause ascertainable loss of money to Ms. Cooper, for which she is entitled to recover.

COUNT 3 - BAD FAITH

17. Defendant at all times owed Ms. Cooper a duty to exercise good faith in its dealings with her under the contract of insurance.

18. Ms. Cooper made a proper and formal demand for payment, which was due and payable pursuant to the terms of policy GLT-675434, yet Defendant has wholly refused to honor its obligations under the policy. More than sixty (60) days have elapsed since Ms. Cooper's formal demand for benefit payments.

19. Defendant acted in bad faith in its handling and denial of Ms. Cooper's claim. Such bad faith behavior includes, but is not limited to, its consideration (or lack thereof) of the medical evidence presented by Ms. Cooper's physician, Dr. Bruce LeForce, and her neurological evaluation by Dr. Kristie Nies.

20. As a direct and proximate result of Defendant's bad faith, Ms. Cooper has incurred and will continue to incur additional loss and expense, including attorney fees.

PRAYER FOR RELIEF

THEREFORE, based on the foregoing, your Plaintiff, Ann C. Cooper, requests the following judgment and relief:

21. An order requiring Defendant to fully perform its obligations under the contract of insurance, including payment of all past and future monetary benefits to which Ms. Cooper is entitled;

22. All prejudgment interest that has accrued prior to the date of judgment;

23. Treble damages pursuant to the Tennessee Consumer Protection Act, Tennessee Code Annotated section 47-18-101 *et seq.*;

24. An additional twenty-five percent (25%) of Defendant's contractual liability as a result of its bad faith, pursuant to Tennessee Code Annotated section 56-7-105;

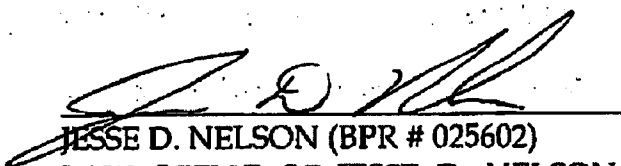
25. All attorney fees and costs;

26. That a jury be empaneled to decide all disputed issues of fact; and

27. All other and general relief to which she is entitled.

Dated this 16th day of February, 2012.

RESPECTFULLY SUBMITTED,



JESSE D. NELSON (BPR # 025602)
LAW OFFICE OF JESSE D. NELSON,
PLLC

Attorney for Plaintiff Ann C. Cooper

P.O. Box 22685

Knoxville, TN 37933

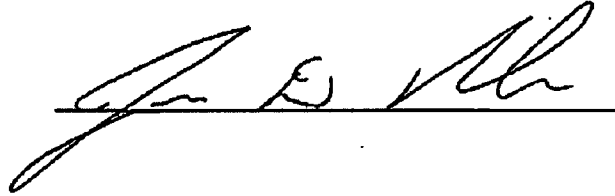
(865) 383-1053

jesse@jessenelsonlaw.com

COST BOND

We acknowledge ourselves surety for the costs of this cause not to exceed \$1,000.00.

LAW OFFICE OF JESSE D. NELSON,
PLLC

A handwritten signature in black ink, appearing to read "Jesse D. Nelson", is written over a horizontal line.

FILED

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CATHERINE F. QUIST
CIRCUIT COURT CLERK

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CIRCUIT COURT CLERK

EXHIBIT A

GROUP BENEFIT PLAN

THE UNIVERSITY OF TENNESSEE

Regular Faculty and Exempt Employees

FILED

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CATHERINE F. QUIST
CIRCUIT COURT CLERK

Long Term Disability

The following provisions are applicable to residents of North Carolina.

**PRE-EXISTING LIMITATION
READ CAREFULLY**

**NO BENEFITS WILL BE PAYABLE UNDER THIS PLAN FOR PRE-EXISTING CONDITIONS WHICH
ARE NOT COVERED UNDER THE PRIOR PLAN. PLEASE READ THE LIMITATIONS IN THIS
CERTIFICATE.**

**TERMINATION INFORMATION
YOUR INSURANCE MAY BE CANCELLED BY THE COMPANY. PLEASE READ THE TERMINATION
PROVISION IN THIS CERTIFICATE.**

READ YOUR CERTIFICATE CAREFULLY.

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HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

Hartford, Connecticut
(Herein called Hartford Life)

CERTIFICATE OF INSURANCE

Under

**The Group Insurance Policy
as of the Effective Date**

Issued by

HARTFORD LIFE

to

The Policyholder

This is to certify that Hartford Life has issued and delivered the Group Insurance Policy to The Policyholder.

The Group Insurance Policy insures the employees of the Policyholder who:

- are eligible for the insurance;
 - become insured; and
 - continue to be insured;
- according to the terms of the Policy.

The terms of the Group Insurance Policy which affect an employee's insurance are contained in the following pages. This Certificate of Insurance and the following pages will become your Booklet-certificate. The Booklet-certificate is a part of the Group Insurance Policy.

This Booklet-certificate replaces any other which Hartford Life may have issued to the Policyholder to give to you under the Group Insurance Policy specified herein.

Richard G. Costello, Secretary

Thomas M. Marra, President

SCHEDULE OF INSURANCE

Final interpretation of all provisions and coverages will be governed by the Group Insurance Policy on file with Hartford Life at its home office.

Policyholder: THE UNIVERSITY OF TENNESSEE

Group Insurance Policy: CLT-675434

Plan Effective Date: July 1, 2005

THE BENEFITS DESCRIBED HEREIN ARE THOSE IN EFFECT AS OF JANUARY 1, 2008.

This plan of Disability Insurance provides you with loss of income protection if you become disabled from a covered accidental bodily injury, sickness or pregnancy.

Must you contribute toward the cost of coverage?
You must contribute toward the cost of coverage.

Who is eligible for coverage?

Eligible Class(es): All Active Full-time Faculty Members and Regular Exempt Employees who are U.S. citizens or U.S. residents

Full-time Employees: 30 hours weekly

Maximum Monthly Benefit: \$5,500

Minimum Monthly Benefit:

- Option 1: \$100
- Option 2: \$100
- Option 3: \$50

Please refer to your group enrollment form to see the option you have elected.

Benefit Percentage:

- Option 1: 66 2/3%
- Option 2: 63%
- Option 3: 60%

Please refer to your group enrollment form to see the option you have elected.

When will You become eligible? (Eligibility Waiting Period)

You are eligible on the later of either the Plan Effective Date or the date You enter an eligible class.

The Elimination Period is the period of time you must be Disabled before benefits become payable. It is the first 120 consecutive day(s) of any one period of Disability.

MAXIMUM DURATION OF BENEFITS TABLE

Age When Disabled	Benefits Payable
Prior to Age 62	To Age 65, or for 48 months, if greater
Age 62	48 months
Age 63	42 months
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months

The above table shows the maximum duration for which benefits may be paid. All other limitations of the plan will apply.

ELIGIBILITY AND ENROLLMENT

Who are Eligible Persons?

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

When will you become eligible?

You will become eligible for coverage on either:

1. the Plan Effective Date, if you have completed the Eligibility Waiting Period; or if not
2. the date on which you complete the Eligibility Waiting Period.

See the Schedule of Insurance for the Eligibility Waiting Period.

How do you enroll?

To enroll you must:

1. complete and sign a group insurance enrollment form which is satisfactory to us; and
2. deliver it to the Employer.

If you do not enroll within 31 days after becoming eligible, you must submit Evidence of Insurability satisfactory to us.

If you become eligible for the Exempt plan you must:

1. complete and sign a group insurance enrollment form which is satisfactory to us electing the Exempt plan; or
2. complete and sign a group insurance enrollment form satisfactory to us indicating you will remain enrolled in the NonExempt plan if currently enrolled in the NonExempt plan; and
3. deliver it to the Employer.

Any such enrollment must be made within 31 days after becoming eligible. Evidence of Insurability will not be required.

What is Evidence of Insurability?

If you are required to submit Evidence of Insurability, you must:

1. complete and sign a health and medical history form provided by us;
2. submit to a medical examination, if requested;
3. provide any additional information and attending physicians' statements that we may require; and
4. furnish all such evidence at your own expense.

We will then determine if you are insurable under the plan.

WHEN COVERAGE STARTS**When does your coverage start?**

Your coverage will start on the date determined below:

1. the date you become eligible, if you enroll or have enrolled by then;
2. the date on which you enroll, if you do so within 31 days after the date you are eligible;
3. the date we approve your Evidence of Insurability, if you are required to submit Evidence of Insurability.

DEFERRED EFFECTIVE DATE**When will coverage become effective if a disabling condition causes you to be absent from work on the date it is to start?**

If you are absent from work due to:

1. accidental bodily injury;
2. sickness;
3. pregnancy;
4. Mental illness; or
5. Substance Abuse;

on the date your insurance or increase in coverage would otherwise have become effective, your effective date will be deferred. Your insurance, or increase in coverage will not become effective until you are Actively at Work for one full day.

CHANGES IN COVERAGE**Do coverage amounts change if there is a change in your class or your rate of pay?**

Your coverage may increase or decrease on the date there is a change in your class or Monthly Rate of Basic Earnings. However, no increase in coverage will be effective unless on that date you:

1. are an Active Full-time Employee; and
2. are not absent from work due to being Disabled.

If you were so absent from work, the effective date of such increase will be deferred until you are Actively at Work for one full day.

No change in your Rate of Basic Earnings will become effective until the date we receive notice of the change.

What happens if the Employer changes the plan?

Any increase or decrease in coverage because of a change in the Schedule of Insurance will become effective on the date of the change, subject to the following limitations on an increase:

1. the Deferred Effective Date provision; and
2. Pre-existing Conditions Limitations.

BENEFITS

When do benefits become payable?

You will be paid a monthly benefit if:

1. You become Disabled while insured under this plan;
2. You are Disabled throughout the Elimination Period;
3. You remain Disabled beyond the Elimination Period;
4. You are, and have been during the Elimination Period, under the Regular Care of a Physician; and
5. You submit Proof of Loss satisfactory to us.

Benefits accrue as of the first day after the Elimination Period and are paid monthly.

When will benefit payments terminate?

We will terminate benefit payment on the first to occur of:

1. the date You are no longer Disabled as defined;
2. the date You fail to furnish Proof of Loss, when requested by us;
3. the date You are no longer under the Regular Care of a Physician, or refuse our request that You submit to an examination by a Physician;
4. the date You die;
5. the date Your Current Monthly Earnings exceed:
 - a) 80% of Your Indexed Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation;
 - b) an amount that is equal to the product of Your Indexed Pre-disability Earnings and the Benefit Percentage for which You enrolled if You are receiving benefits for being Disabled from Any Occupation;
6. the date determined from the Maximum Duration of Benefits Table shown in the Schedule of Insurance;
7. the date no further benefits are payable under any provision in this plan that limits benefit duration; or
8. the date You refuse to participate in a Rehabilitation program or, refuse to cooperate with or try:
 - a) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
 - b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
 - c) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation; or
 - d) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation,

provided a qualified Physician agrees that such modifications, Rehabilitation program or adaptive equipment accommodate Your medical limitation; or

9. the date You refuse to receive recommended treatment that is generally acknowledged by physicians to cure, correct or limit the disabling condition.

SUBSTANCE ABUSE BENEFITS

Are benefits limited for Substance Abuse?

If You are Disabled because of:

4. alcoholism; or
1. the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance,

then, subject to all other Policy provisions, benefits will be payable:

1. only for so long as You are confined in a hospital or other place licensed to provide medical care for the disabling condition; or
2. when You are not so confined, a total of 24 months for all such Disabilities during Your lifetime.

RECURRENT DISABILITY

What happens if You Recover during the Elimination Period but become Disabled again?

Periods of Recovery during the Elimination Period will not interrupt the Elimination Period, provided the number of days You return to work as an Active Full-time Employee are less than one-half (1/2) the number of days of Your Elimination Period shown in the Schedule of Insurance.

Any day of a period of Recovery will not count towards the Elimination Period.

After the Elimination Period, when a return to work as an Active Full-time Employee is followed by a recurrent Disability, and such Disability is:

1. due to the same cause; or
2. due to a related cause; and
3. within 12 month(s) of the return to work,

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided the Group Insurance Policy remains in force.

If You return to work as an Active Full-time Employee for 12 month(s) or more, any recurrence of a Disability will be treated as a new Disability. A new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits. The Elimination Period and Maximum Duration of Benefits Table are in the Schedule of Insurance.

The term "Period of Disability" as used in this provision means a continuous length of time during which You are Disabled under this plan.

CALCULATION OF MONTHLY BENEFIT

How are Disability benefits calculated?

Return to Work Incentive

If you remain Disabled after the Elimination Period, but work while you are Disabled, we will determine your Monthly Benefit for a period of up to 12 consecutive months as follows:

1. multiply your Pre-Disability Earnings by the Benefit Percentage for which you enrolled;
2. compare the result with the Maximum Benefit for which you enrolled; and
3. from the lesser amount, deduct Other Income Benefits.

Current Monthly Earnings will not be used to reduce your Monthly Benefit. However, if the sum of your Monthly Benefit and your Current Monthly Earnings exceeds 100% of your Pre-disability Earnings, we will reduce your Monthly Benefit by the amount of excess.

The 12 consecutive month period will start on the last to occur of:

1. the day you first start such work; or
2. the end of the Elimination Period.

If You are Disabled and not receiving benefits under the Return to Work Incentive, we will calculate Your Monthly Benefit as follows:

1. multiply Your Monthly Income Loss by the Benefit Percentage for which You enrolled;
2. compare the result with the Maximum Benefit for which You enrolled; and
3. from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

What happens if the sum of the Monthly Benefit, Current Monthly Earnings and Other Income Benefits exceeds 100% of Pre-disability Earnings?

We will reduce your Monthly Benefit by the amount of the excess. However, your Monthly Benefit will not be less than the Minimum Monthly Benefit, for which you enrolled, shown in the Schedule of Insurance.

If an overpayment occurs, we may recover all or any portion of an overpayment by reducing or withholding future benefit payments, including the Minimum Monthly Benefit for which you enrolled.

How is the benefit calculated for a period of less than a month?

If a Monthly Benefit is payable for less than a month, we will pay 1/30 of the Monthly Benefit for each day You were Disabled.

Benefit Percentages and Maximum Benefits are shown in the Schedule of Insurance.

REHABILITATION

What is Rehabilitation?

Rehabilitation is a process of working together to plan, adapt, and put into use options and services to meet Your return to work needs.

A Rehabilitation program may include, when we consider it to be appropriate, any necessary and feasible:

1. vocational testing;
2. vocational training;
3. alternative treatment plans such as:
 - a) support groups;
 - b) physical therapy;
 - c) occupational therapy; and
 - d) speech therapy;
4. work-place modification to the extent not otherwise provided;
5. job placement; and
6. transitional work; and
7. similar services.

FAMILY CARE CREDIT BENEFIT

What if you must incur expenses for Family Care Services in order to participate in a Rehabilitative program?

If you are working as part of a program of Rehabilitative Employment, we will, for the purpose of calculating your benefit, deduct the cost of Family Care from earnings received from a Rehabilitative program, subject to the following limitations:

1. Family Care means the care or supervision of:
 - a) your children under age 13; or
 - b) a member of your household who is mentally or physically handicapped and dependent upon you for support and maintenance;
2. the maximum monthly deduction allowed for each qualifying child or family member is:
 - a) \$350 during the first 12 months of Rehabilitative Employment; and
 - b) \$175 thereafter;
 - c) but in no event may the deduction exceed the amount of your monthly earnings;
3. Family Care Credits may not exceed a total of \$2,500 during a calendar year;
4. the deduction will be reduced proportionally for periods of less than a month;
5. the charges for Family Care must be documented by a receipt from the caregiver;
6. the credit will cease on the first to occur of the following:
 - a) you are no longer in a Rehabilitative program; or
 - b) Family Care Credits for 24 months have been deducted during your Disability; and
7. no Family Care provided by an immediate relative of the family member receiving the care will be eligible as a deduction under this provision. An immediate relative is a spouse, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

Your Current Monthly Earnings after the deduction of your Family Care Credit will be used to determine your Monthly Income Loss. In no event will you be eligible to receive a Monthly Benefit under the plan if your Current Monthly Earnings before the deduction of the Family Care Credit exceed 80% of your Indexed Pre-disability Earnings.

COST-OF-LIVING ADJUSTMENT

How do benefits keep abreast of inflation?

Your Monthly Benefit for Total Disability may increase in accordance with the Cost-of-Living formula described below. The Cost-of-Living Adjustment is made each year on January 1st. Your Monthly Benefit may increase under this formula provided you:

1. have been Disabled for 12 consecutive months; and
2. are receiving benefits when the Cost-of-Living Adjustment is made.

What is the Cost-of-Living Formula?

To apply the Cost-of-Living Formula:

1. multiply 3% times the Monthly Benefit for Disability being received; and
2. add the resulting amount to your Monthly Benefit.

How long will Cost-of-Living Adjustments continue?

No Cost-of-Living Adjustment will be made after you cease to be Disabled.

"Totally Disabled," when used in this benefit, means that because of being Disabled, your Current Monthly Earnings are less than 20% of your Pre-disability Earnings.

SURVIVOR INCOME BENEFIT

Will Your survivors receive a benefit if You should die while receiving Disability Benefits?

If You die while receiving benefits under this plan, a Survivor Benefit will be payable to:

1. Your surviving Spouse; or
2. Your surviving Child(ren), in equal shares, if there is no surviving Spouse.

If a minor Child is entitled to benefits, we may, at our option, make benefit payments to the person caring for and supporting the Child until a legal guardian is appointed.

The Benefit is one payment of an amount that is 3 times the lesser of:

1. Your Monthly Income Loss multiplied by the Benefit Percentage; or
2. the Maximum Monthly Benefit shown in the Schedule of Insurance for which You enrolled.

If there is no surviving Spouse or Child(ren), payment will be made to Your estate, unless there is none. In this case, no payment will be made.

However, we will first apply the Survivor Benefit to any overpayment which may exist on Your claim.

The following terms apply to this Benefit:

"Spouse" means Your wife or husband who:

1. is mentally competent; and
2. was not legally separated from You at the time of Your death.

"Child" means your son or daughter who is:

1. not yet 19 years old; or
2. has not yet attained age 25, who is dependent on you for financial support and attends an accredited school (other than a correspondence school) on a regular full-time student basis as his principal activity.

WORKPLACE MODIFICATION BENEFIT

Will our Rehabilitation program provide for modifications to the workplace to accommodate a Disabled employee's return to work?

We will reimburse Your Employer for the expense of reasonable modifications to Your workplace to accommodate Your Disability and enable You to return to work as an Active Full-time Employee. To qualify for this benefit:

1. Your Disability must be covered by this plan;
2. the Employer must agree to make modifications to the workplace in order to reasonably accommodate Your return to work and the performance of the essential duties of Your job; and
3. any proposed modifications must be approved in writing by us.

Benefits paid for such workplace modification shall not exceed the amount equal to Your Pre-disability Earnings multiplied by the Benefit Percentage for which You enrolled.

We have the right, at our expense, to have you examined or evaluated by:

1. a physician or other health care professional; or
2. a vocational expert or rehabilitation specialist.

of our choice so that we may evaluate the appropriateness of any proposed modification.

The Employer's costs for approved modifications will be reimbursed after:

1. the proposed modifications made on your behalf are complete;
2. we have been provided written proof of the expenses incurred to provide such modification; and
3. you have returned to work as an Active Full-time Employee.

This Workplace Modification benefit will not be payable if:

1. the Employer does not incur any cost in making the modification;
2. we have not given written approval of the modification prior to expenses being incurred; or
3. you become self-employed, or return to work for another employer.

Workplace Modification means change in your work environment, or in the way a job is performed, to allow you to perform, while Disabled, the Essential Duties of your job. Payment of this benefit will not reduce or deny any benefit you are eligible to receive under the terms of this plan.

PENSION CONTRIBUTION BENEFIT

Option 1:

Does this plan also cover contributions to a Pension Plan?

If you:

1. become Disabled while you are covered under this Pension Contribution Benefit;
2. remain Disabled throughout your Elimination Period; and
3. are receiving a Monthly Benefit under this plan,

then a monthly Pension Contribution Benefit will be payable to the trustee or administrator of your Pension Plan for deposit to your pension account. The Pension Contribution Benefit amount will be 15% of your Pre-disability Earnings.

Payments under this benefit are made according to the rules and regulations of the Internal Revenue Service and the provisions of your Pension Plan. Any such payment that can not be paid to the trustee or administrator of your Pension Plan will be paid to a deferred annuity account designated by you.

Option 2:

Does this plan also cover contributions to a Pension Plan?

If you:

1. become Disabled while you are covered under this Pension Contribution Benefit
2. remain Disabled throughout your Elimination Period; and
3. are receiving a Monthly Benefit under this plan,

then a monthly Pension Contribution Benefit will be payable to the trustee or administrator of your Pension Plan for deposit to your pension account. The Pension Contribution Benefit amount will be 10% of your Pre-disability Earnings.

Payments under this benefit are made according to the rules and regulations of the Internal Revenue Service and the provisions of your Pension Plan. Any such payment that can not be paid to the trustee or administrator of your Pension Plan will be paid to a deferred annuity account designated by you.

Option 3:

Does this plan also cover contributions to a Pension Plan?

If you:

1. become Disabled while you are covered under this Pension Contribution Benefit
2. remain Disabled throughout your Elimination Period; and
3. are receiving a Monthly Benefit under this plan,

then a monthly Pension Contribution Benefit will be payable to the trustee or administrator of your Pension Plan for deposit to your pension account. The Pension Contribution Benefit amount will be 5% of your Pre-disability Earnings.

Payments under this benefit are made according to the rules and regulations of the Internal Revenue Service and the provisions of your Pension Plan. Any such payment that can not be paid to the trustee or administrator of your Pension Plan will be paid to a deferred annuity account designated by you.

How long will payments be made under this benefit?

No Pension Contribution Benefit will be payable after your Monthly Benefit for Disability ends for any reason.

Pension Plan means, for the purpose of this Pension Contribution Benefit, a qualified defined contribution pension plan, profit sharing plan, or other plan approved by us, in which you are participating as a result of your employment with the Employer.

PRE-EXISTING CONDITIONS LIMITATIONS

Are there any other limitations on coverage?

No benefit will be payable under the plan for any Disability that is due to, contributed to by, or results from a Pre-existing Condition, unless such Disability begins:

1. after the last day of 180 consecutive day(s) while insured during which you receive no medical care for the Pre-existing Condition; or
2. after the last day of 365 consecutive day(s) during which you have been continuously insured under this plan.

The amount of a benefit increase, which results from a change in benefit options, a change of class or a change in the plan, will not be paid for any Disability that is due to, contributed to by, or results from a Pre-existing condition, unless such Disability begins:

1. after the last day of 180 consecutive day(s) while insured for the increased benefit amount during which you receive no medical care for the Pre-existing Condition; or
2. after the last day of 365 consecutive day(s) during which you have been continuously insured for the increased benefit amount.

Pre-existing Condition means:

1. any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
2. any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, sickness, Mental Illness, pregnancy, or Substance Abuse;

for which you received Medical Care during the 180 day period that ends the day before:

1. your effective date of coverage; or
2. the effective date of a Change in Coverage.

Complications of Pregnancy will be Pre-existing Conditions only if Medical Care is received for such complications during the 180 day period that ends the day before your effective date of coverage, or the effective date of a change of coverage.

Complications of Pregnancy means:

1. Conditions requiring hospital confinement, when pregnancy is not terminated, whose diagnoses are distinct from pregnancy, but are adversely affected by pregnancy, or caused by pregnancy, such as:
 - a) acute nephritis, and nephrosis;
 - b) cardiac decompensation;
 - c) missed abortion; andsimilar medical or surgical conditions of comparable severity, and
2. non-elective Caesarean section, ectopic pregnancy which is terminated, and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

For the purpose of this Pre-existing Conditions Limitation, Complications of Pregnancy shall not include:

1. false labor;
2. physician prescribed rest during the pregnancy;
3. hyperemesis gravidarum, and

similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

Medical Care is received when:

1. a Physician is consulted or medical advice is given; or
2. treatment is recommended, prescribed by, or received from a Physician.

Treatment includes but is not limited to:

1. medical examinations, tests, attendance or observation; and
2. use of drugs, medicines, medical services, supplies or equipment.

CONTINUITY FROM A PRIOR PLAN

Is there continuity of coverage from a Prior Plan?

If you were:

1. insured under the Prior Plan;
2. Actively at Work; and
3. not eligible to receive benefits under the Prior Plan.

on the day before the Plan Effective Date, the Deferred Effective Date provision will not apply to you.

For purposes of this continuity of coverage provision only, you shall be considered actively at work while on any scheduled leave of absence for reasons other than your own Disability or any regularly scheduled vacation day, holiday or weekend day, or any unscheduled absence for reasons other than your own Disability otherwise permitted by Employer normal leave or absence policies.

If you become insured under the Group Insurance Policy on the Plan Effective Date and were covered under the Prior Plan on the day before the Plan Effective Date, the Pre-existing Conditions Limitation will cease to apply on the first to occur of the following dates:

1. the Plan Effective Date, if your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Plan; or
2. if your coverage was limited by a pre-existing condition restriction under the Prior Plan, the date the restriction would have ceased to apply had the Prior Plan remained in force.

However, the Pre-existing Conditions Limitation will apply after the Plan Effective Date to the amount of a benefit increase which results from a change in benefit options, a change of class or a change in the Plan.

The amount of the Monthly Benefit payable for a Pre-existing Condition in accordance with the above paragraph will be the lesser of:

1. the Monthly Benefit which was paid by the Prior Plan; or
2. the Monthly Benefit provided by this plan.

No payment shall be made after the earlier to occur of:

1. the date payments would have ceased under the Prior Plan; or
2. the date payments cease under this plan.

If you received Monthly Benefits for Disability under the Prior Plan, and:

1. you returned to work as an Active Full-time Employee before the Effective Date of this plan;
2. within 6 months of the return to work, you have a recurrence of the same Disability under this plan; and
3. there are no benefits available for the recurrence under the Prior Plan,

the Elimination Period of this plan, which would otherwise apply to the recurrence, will be waived if the recurrence would have been covered without any further Elimination Period under the Prior Plan had it remained in force.

Prior Plan means the long term disability insurance carried by the Policyholder on the day before the Plan Effective Date.

EXCLUSIONS

What Disabilities are not covered?

The plan does not cover, and no benefit shall be paid for any Disability:

1. unless you are under the Regular Care of a Physician;
2. that is caused or contributed to by war or act of war (declared or not);
3. caused by your commission of or attempt to commit a felony, or to which a contributing cause was your being engaged in an illegal occupation; or
4. caused or contributed to by an intentionally self-inflicted injury.

If you are receiving or are eligible for benefits for a Disability under a prior disability plan that:

1. was sponsored by the Employer; and
2. was terminated before the Effective Date of this plan,

no benefits will be payable for the Disability under this plan.

TERMINATION

When does your coverage terminate?

You will cease to be covered on the earliest to occur of the following dates:

1. the date the Group Insurance Policy terminates;
2. the date the Group Insurance Policy no longer insures your class;
3. the date premium payment is due but not paid by the Employer;
4. the last day of the period for which you make any required premium contribution, if you fail to make any further required contribution;
5. the date you cease to be an Active Full-time Employee in an eligible class including:
 - a) temporary layoff;
 - b) leave of absence; or
 - c) a general work stoppage (including a strike or lockout); or
6. the date your Employer ceases to be a Participant Employer, if applicable.

Does your coverage continue if your employment terminates because you are Disabled?

If you are Disabled and you cease to be an Active Full-time Employee, your insurance will be continued:

1. during the Elimination Period while you remain Disabled by the same Disability; and
2. after the Elimination Period for as long as you are entitled to benefits under the Policy.

Must premiums be paid during a Disability?

No premium will be due for you:

1. after the Elimination Period; and
2. for as long as benefits are payable.

Do benefits continue if the plan terminates?

If you are entitled to benefits while Disabled and the Group Insurance Policy terminates, benefits:

1. will continue as long as you remain Disabled by the same Disability; but
2. will not be provided beyond the date we would have ceased to pay benefits had the insurance remained in force.

Termination for any reason of the Group Insurance Policy will have no effect on our liability under this provision.

Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for the time You are out on leave.

May coverage be continued during a family or medical leave?

If you are granted a leave of absence according to the Family and Medical Leave Act of 1993, your Employer may continue your insurance for up to 12 weeks, or longer if required by state law, following the date your coverage would have terminated, subject to the following:

1. the leave authorization must be in writing;
2. the required premium for you must be paid;
3. your benefit level, or the amount of earnings upon which your benefit may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
 - a) the leave terminates prior to the agreed upon date;
 - b) the termination of the Group Insurance Policy;
 - c) non-payment of premium when due by the Policyholder or you;
 - d) the Group Insurance Policy no longer insures your class; or
 - e) your Employer ceases to be a Participant Employer, if applicable.

CONVERSION PRIVILEGE

Under what conditions can your Long Term Disability Coverage be converted to another plan?

If your insurance terminates because:

1. your employment ends for a reason other than your retirement; or
2. you are no longer in an eligible class.

and if:

1. you have been continuously insured for at least 12 consecutive months under this plan or under this plan and the Prior Plan;
2. you are under the Limiting Age, if any is shown in the Schedule of Insurance;
3. a Disability is not preventing you from performing duties of Your Occupation;
4. the insurance for your class or the plan has not terminated;
5. you are not eligible for coverage under the plan under another class; and
6. you are not eligible or covered for similar benefits under another group plan or an individual policy,

then you are eligible to enroll for personal insurance under another group policy called the Group Long Term Disability Conversion Policy.

Prior Plan, as used in this Conversion Privilege provision, means the plan of group long term disability insurance that was provided or sponsored by the Employer and terminated on the day before the Plan Effective Date.

How to convert

To obtain coverage under the Group Long Term Disability Conversion Policy, the following must be done within 31 days of the termination of group insurance:

1. a written enrollment request must be made to us; and
2. the required premium and enrollment fee for the conversion policy must be paid.

If the preceding conditions are met, we will issue to you a certificate of insurance under the Group Long Term Disability Conversion Policy. Such coverage will:

1. be issued without medical evidence of insurability;
2. be on one of the forms then being issued by us for conversion purposes; and
3. be effective on the day following the date your insurance under this plan terminates.

The coverage available under the conversion policy may differ from this plan. The terms of the Group Long Term Disability Conversion Policy, including:

1. the type and amount of coverage provided; and
2. the premium payable.

will be determined by the kinds of insurance being provided by the Group Long Term Disability Conversion Policy at the time such enrollment request is made.

GENERAL PROVISIONS

What happens if facts are misstated?

If material facts about you were not stated accurately:

1. your premium may be adjusted; and
2. the true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement made by you relating to your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during your lifetime. In order to be used, the statement must be in writing and signed by you.

When should we be notified of a claim?

You must give us written notice of a claim within 30 days after Disability starts. If notice cannot be given within that time, it must be given as soon as possible. Such notice must include your name, your address and the Group Insurance Policy number.

Are special forms required to file a claim?

When we receive a notice of claim, you will be sent forms for providing us with Proof of Loss. We will send these forms within 15 days after receiving a notice of claim. If we do not send the forms within 15 days, you may submit any other written proof which fully describes the nature and extent of your claim.

What is Proof of Loss?

Proof of Loss may include but is not limited to the following:

1. documentation of:
 - a) the date your Disability began;
 - b) the cause of your Disability;
 - c) the prognosis of your Disability;
 - d) your Earnings or income, including but not limited to copies of your filed and signed federal and state tax returns; and
 - e) evidence that you are under the Regular Care of a Physician;
2. any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
3. the names and addresses of all:
 - a) Physicians and practitioners of healing arts you have seen or consulted;
 - b) hospitals or other medical facilities in which you have been seen or treated; and
 - c) pharmacies which have filled your prescriptions within the past three years;
4. your signed authorization for us to obtain and release:
 - a) medical, employment and financial information; and
 - b) any other information we may reasonably require;
5. your signed statement identifying all Other Income Benefits; and
6. proof that you and your dependents have applied for all Other Income Benefits which are available.

All proof submitted must be satisfactory to us.

When must Proof of Loss be given?

Written Proof of Loss must be sent to us within 90 days after the start of the period for which we owe payment. If proof is not given by the time it is due, it will not affect the claim if:

1. it was not possible to give proof within the required time; and
2. proof is given as soon as possible; but
3. not later than 1 year after it is due, unless You are not legally competent.

We may request Proof of Loss throughout Your Disability. In such cases, we must receive the proof within 30 days of the request.

What additional Proof of Loss is Hartford Life entitled to?

To assist us in determining if you are Disabled, or to determine if you meet any other term or condition of the policy, we have the right to require you to:

1. meet and interview with our representative; and
2. be examined by a doctor, vocational expert, functional expert, or other medical or vocational professional of our choice.

Any such interview, meeting or examination will be:

1. at our expense; and
2. as reasonably required by us.

We reserve the right to determine if your Proof of Loss is satisfactory. Unless we determine you have a valid reason for refusal, we may deny, suspend or terminate your benefits if you refuse to be examined, or meet to be interviewed.

When must one apply for Social Security Benefits?

Upon Hartford Life's request, you must apply for Social Security disability benefits. You must apply within 45 days from the date of Hartford Life's request. If the Social Security Administration denies your claim for benefits, you will be required to follow the process established by the Social Security Administration to:

1. request a reconsideration of the denial; and
2. if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals on your claim for Social Security benefits.

How does Hartford Life estimate disability benefits under the United States Social Security Act?

We reserve the right to reduce your Monthly Benefit by estimating the Social Security disability benefits you or your Dependent may be eligible to receive.

When we determine that you or your Dependent may be eligible for benefits, we may estimate the amount of these benefits. We may reduce your Monthly Benefit by the estimated amount.

Your Monthly Benefit will not be reduced by estimated Social Security disability benefits if:

1. you apply for Social Security disability benefits and pursue all required appeals in accordance with the provision entitled "When must one apply for Social Security Benefits?"; and
2. you have signed a form authorizing the Social Security Administration to release information about awards directly to us; and
3. you have signed and returned Hartford Life's reimbursement agreement, which confirms that you agree to repay all overpayments.

If we have reduced your Monthly Benefit by an estimated amount and:

1. you or your Dependent are later awarded Social Security disability benefits, we will adjust your Monthly Benefit when we receive proof of the amount awarded; or
2. your application for Social Security disability benefits has been denied, we will adjust your Monthly Benefit when you provide us proof of final denial from which you cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If we have not reduced your Monthly Benefit by an estimated Social Security disability benefit, we will adjust your Monthly Benefit upon receipt of proof of the amount of Social Security disability benefits awarded.

If we owe you a refund, we will make such refund in a lump sum. If your Monthly Benefit has been overpaid, you must make a lump sum refund to us equal to all overpayments, in accordance with the provision entitled "How does Hartford Life exercise the right to recover overpayments?"

When does an overpayment occur?

An overpayment occurs:

1. when we determine that the total amount we have paid in benefits is more than the amount that was due to you under the plan; or
2. when payment is made by us that should have been made under another group plan.

This includes, but is not limited to, overpayments resulting from:

1. retroactive awards received from sources listed in the Other Income Benefits definition;
2. failure to report, or late notification to us of any Other Income Benefit(s) or earned income;
3. misstatement;
4. fraud; or
5. any error we may make.

In case of an overpayment, we have the right to recover the payment from one or more of the following:

1. you;
2. any other organization;
3. any other insurance company; and
4. any other person to or for whom payment was made.

How does Hartford Life exercise the right to recover overpayments?

We have the right to recover from you any amount that we determine to be an overpayment. You have the obligation to refund to us any such amount. Our rights and your obligations in this regard may also be set forth in the reimbursement agreement you will be required to sign when you become eligible for benefits under this Plan.

If benefits are overpaid on any claim, you must reimburse Hartford Life within 30 days.

If reimbursement is not made in a timely manner, Hartford Life has the right to:

1. recover such overpayments from your estate;
2. reduce or offset against any future benefits payable to you or your survivors, including the Minimum Monthly Benefit, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
3. refer your unpaid balance to a collection agency; and
4. pursue and enforce all its legal and equitable rights in court.

Who gets the benefit payments?

All payments are payable to you. Any payments owed at your death may be paid to your estate. If any payment is owed to your estate, a person who is a minor or a person who is not legally competent, then we may pay up to \$1,000 to any of your relatives who is entitled to it in our opinion. Any such payment shall fulfill our responsibility for the amount paid.

When are payment checks issued?

When we determine that You are Disabled and eligible to receive benefits, we will pay accrued benefits at the end of each month that You are Disabled. We may, at our option, make an advance benefit payment based on our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid as soon as satisfactory Proof of Loss is received.

What notification will You receive if Your claim is denied?

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written decision will:

1. give the specific reason(s) for the denial;
2. make specific reference to the Policy provisions on which the denial is based;
3. provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

What recourse do You have if Your claim is denied?

On any claim, You or Your representative may appeal to us for a full and fair review. You may:

1. request a review upon written application within 180 days of the claim denial;
2. request copies of all documents, records, and other information relevant to Your claim; and
3. submit written comments, documents, records and other information relating to Your claim.

We will make a decision no more than 45 days after we receive Your appeal unless we determine special circumstances exist that require an extension of time to process the appeal. If Your appeal requires extension, we will make our decision no more than 90 days after we receive Your appeal. The written decision will include specific references to the Policy provisions on which the decision is based.

When can legal action be started?

Legal action cannot be taken against us:

1. sooner than 60 days after due Proof of Loss has been furnished; or
2. three years after the time written Proof of Loss is required to be furnished according to the terms of the Policy (five years in Kansas; six years in South Carolina).

What are our subrogation rights?

If an Insured Person:

1. suffers a Disability because of the act or omission of a third party;
2. becomes entitled to and is paid benefits under the Group Insurance Policy in compensation for lost wages; and
3. does not initiate legal action for the recovery of such benefits from the third party in a reasonable period of time,

then we will be subrogated to any rights the Insured Person may have against the third party and may, at our option, bring legal action to recover any payments made by us in connection with the Disability.

How do we deal with fraud?

Insurance Fraud occurs when You and/or Your Employer, with the intent to injure, defraud or deceive us, provides us with false information or files a claim for benefits that contains any false, incomplete or misleading information. It is a crime if You and/or Your Employer commit Insurance Fraud. We will use all means available to us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You and/or Your Employer perpetrates Insurance Fraud.

Who interprets policy terms and conditions?

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Group Insurance Policy.

DEFINITIONS

The terms listed will have these meanings.

Actively at Work

You will be considered to be actively at work with your Employer on a day which is one of your Employer's scheduled work days if you are performing, in the usual way, all of the regular duties of your job on a Full-time basis on that day. You will be deemed to be actively at work on a day which is not one of your Employer's scheduled work days only if you were actively at work on the preceding scheduled work day.

Active Full-time Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. The employee must work the number of hours in the Employer's normal work week. This must be at least the number of hours indicated in the Schedule of Insurance.

Any Occupation means an occupation for which you are qualified by education, training or experience, and that has an earnings potential greater than an amount equal to the lesser of the product of your Indexed Pre-disability Earnings and the Benefit Percentage for which you enrolled and the Maximum Monthly Benefit shown in the Schedule of Insurance.

Current Monthly Earnings means the monthly earnings you receive from:

1. the Employer while Disabled;
2. other employment.

However, if the other employment is a job you held in addition to Active Full-time Employment with the Employer, then:

1. during the Elimination Period, and while eligible to receive benefits for being Disabled from Your Occupation;
2. any earnings from this other employment will be Current Monthly Earnings only to the extent that such earnings exceed the average monthly earnings you were receiving from this other job during the 6 month period immediately prior to becoming Disabled.

Current Monthly Earnings will also include the amount of pay for another or modified job position, which may be offered to you by the Employer or other employer, if you refuse the offer. The requirements of such position must be within your capabilities as described by your Physician, and consistent with your education, training and experience.

Disability or Disabled means:

1. during the Elimination Period, you are prevented from performing one or more of the Essential Duties of Your Occupation;
2. for the 36 months following the Elimination Period, you are prevented from performing one or more of the Essential Duties of Your Occupation, and as a result your Current Monthly Earnings are less than 80% of your Indexed Pre-disability Earnings;
3. after that, you are prevented from performing one or more of the Essential Duties of Any Occupation.

If at the end of the Elimination Period, you are prevented from performing one or more of the Essential Duties of Your Occupation, but your Current Monthly Earnings are greater than 80% of your Pre-disability Earnings, your Elimination Period will be extended for a total period of 12 months from the original Date of Disability, or until such time as your Current Monthly Earnings are less than 80% of your Pre-disability Earnings, whichever occurs first.

Your Disability must be the result of:

1. accidental bodily injury;
2. sickness;
3. Mental Illness;
4. Substance Abuse; or
5. pregnancy.

Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation, alone, does not mean that you are Disabled.

Employer means the Policyholder.

Essential Duty means a duty that:

1. is substantial, not incidental;
2. is fundamental or inherent to the occupation; and
3. can not be reasonably omitted or changed.

To be at work for the number of hours in your regularly scheduled workweek is also an Essential Duty.

Indexed Pre-disability Earnings when used in this policy means your Pre-disability Earnings adjusted annually by adding the lesser of:

1. 10%; or
2. the percentage change in the Consumer Price Index (CPI-W).

The adjustment is made January 1st each year after you have been Disabled for 12 consecutive months, and if you are receiving benefits at the time the adjustment is made.

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, we may use another nationally published index that is comparable to the CPI-W.

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31st, and the prior year's CPI-W as of July 31st, divided by the prior year's CPI-W.

Monthly Benefit means a monthly sum payable to you while you are Disabled, subject to the terms of the Group Insurance Policy.

Monthly Income Loss is the difference of your Pre-disability Earnings less your Current Monthly Earnings.

Monthly Rate of Basic Earnings means your regular monthly rate of pay from the Employer just prior to the date you become Disabled:

1. including any additional wages paid to you by your employing institution for authorized teaching, research, or public service in summer sessions and intersessions over the twelve months just prior to the month in which you become Disabled; and
2. including contributions you make through a salary reduction agreement with the Employer to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b), 457 deferred compensation arrangement, or thrift savings plan;
 - b) an executive non qualified deferred compensation arrangement; or
 - c) a salary reduction arrangement under an IRC Section 125 plan; and
3. not including commissions, overtime pay or expense reimbursements for the same period as above.

Other Income Benefits mean the amount of any benefit for loss of income, provided to you or to your family, as a result of the period of Disability for which you are claiming benefits under this plan. This includes any such benefits for which you or your family are eligible or that are paid to you, to your family or to a third party on your behalf, pursuant to any:

1. temporary disability benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
2. governmental law or program that provides disability or unemployment benefits as a result of your job with the Employer;
3. plan or arrangement of coverage, whether insured or not, as a result of employment by or association with the Employer or as a result of membership in or association with any group, association, union or other organization, including benefits required by state law, under an Employer sponsored short term disability program or under a salary continuation program;
4. mandatory "no-fault" automobile insurance plan;
5. disability benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
 - d) similar plan or act,that you, your spouse and children are eligible to receive because of your Disability; or
6. disability benefit from the Veteran's Administration, or any other foreign or domestic governmental agency:
 - a) that begins after you become Disabled; or
 - b) if you were receiving the benefit before becoming Disabled, the amount of any increase in the benefit that is attributed to your Disability.

Other Income Benefits also mean any payments that are made to you, your family, or to a third party on your behalf, pursuant to any:

1. disability benefit under the Employer's Retirement Plan;
2. permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges of such benefits;
3. portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for your loss of earnings;
4. retirement benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
 - d) similar plan or act,that you, your spouse and children receive because of your retirement; unless you were receiving them prior to becoming Disabled.

If you are paid Other Income Benefits in a lump sum or settlement, you must provide proof satisfactory to us of:

1. the amount attributed to loss of income; and
2. the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If you cannot or do not provide this information, we will assume the entire sum to be for loss of income, and the time period to be 24 months. We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of your claim. Please see the provision entitled, "What happens if benefits are overpaid?"

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

1. takes effect after the date benefits become payable under this plan; and
2. is a general increase which applies to all persons who are entitled to such benefits.

Physician means a person who is:

1. a doctor of medicine, osteopathy, psychology or other healing art recognized by us;
2. licensed to practice in the state or jurisdiction where care is being given; and
3. practicing within the scope of that license.

Pre-disability Earnings means your Monthly Rate of Basic Earnings in effect on the day before you became Disabled.

Prior Plan means the long term disability insurance carried by the Employer on the day before the Plan Effective Date.

Recover or Recovery means that you are no longer Disabled and have returned to work with the Employer and premiums are being paid for you.

Regular Care of a Physician means you are attended by a Physician, who is not related to you:

1. with medical training and clinical experience suitable to treat your disabling condition; and
2. whose treatment is:
 - a) consistent with the diagnosis of the disabling condition;
 - b) according to guidelines established by medical, research and rehabilitative organizations; and
 - c) administered as often as needed;

to achieve the maximum medical improvement.

Retirement Plan means a defined benefit or defined contribution plan that provides benefits for your retirement and which is not funded wholly by your contributions. It does not include:

1. a profit sharing plan;
2. thrift, savings or stock ownership plans;
3. a non-qualified deferred compensation plan; or
4. an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan, 403(b) plan, or 457 plan.

Substance Abuse means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

1. impairments in social and/or occupational functioning;
2. debilitating physical condition;
3. inability to abstain from or reduce consumption of the substance; or
4. the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

We, us or our means the Hartford Life and Accident Insurance Company.

You, your, Insured Person means the Insured Person to whom this Booklet-certificate is issued.

Your Occupation, if used in this Booklet-certificate, means your occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job you are performing for a specific employer or at a specific location.

STATUTORY PROVISIONS

ARKANSAS

LONG TERM DISABILITY

The following provisions are applicable to residents of Arkansas and are included to bring Your Booklet-certificate into conformity with Arkansas state law.

1. Insurer Information Notice

Any questions regarding the plan may be directed to The Hartford Insurance Group Sales Office indicated below:

The Hartford
Group Sales Department
4550 North Point Parkway
Alpharetta, Georgia 30022-2409

Telephone: 1-888-560-9632

If the question is not resolved, you may contact the Arkansas Insurance Department:

Arkansas Insurance Department
Consumer Services Division
1200 West third Street
Little Rock, Arkansas 72201-1904

Telephone: 1-800-852-5494

This notice is for information only and does not become a condition of the plan.

2. Minimum Monthly Benefit

The Schedule of Insurance is amended to include a Minimum Monthly Benefit of \$50. In no event will any monthly benefit payable be less than \$50.

CALIFORNIA

LONG TERM DISABILITY

Benefits

The definition section of the Survivor Income Benefit is amended as below:

"Spouse" means Your wife or husband who:

1. is mentally competent; and
2. was not legally separated from You at the time of Your death.

"Spouse" will include an individual who is in a registered domestic partnership with the employee in accordance with California law. Reference in this form to an employee's marriage or divorce shall include his or her registered domestic partnership or dissolution of his or her registered domestic partnership.

Surviving Child(ren) includes children or Your California registered domestic partner.

MASSACHUSETTS

LONG TERM DISABILITY

The following provision is applicable to residents of Massachusetts and is included to bring your Booklet-certificate into conformity with Massachusetts state law.

Continuation

The following is added to the Termination section of your booklet.

Does your coverage continue if your employment terminates or you cease to be a member of an eligible class?

If your insurance terminates because your employment terminates or you cease to be a member of an eligible class, your insurance will automatically be continued until the end of a 31 day period from the date your insurance terminates or the date you become eligible for similar benefits under another group plan, whichever occurs first.

If your insurance terminates because your employment is terminated as a result of a plant closing or covered partial closing, your insurance may be continued. You must elect in writing to continue insurance and pay the required premium for continued coverage. Coverage will cease on the earliest to occur of the following dates:

1. 90 days from the date you were no longer eligible for coverage as an Active Full-time Employee;
2. the date you become eligible for similar benefits under another group plan;
3. the last day of the period for which required premium is made;
4. the date the Group Insurance Policy terminates;
5. the date your Employer ceases to be a Participant Employer, if applicable.

Continued coverage is subject to all other applicable terms and conditions of the policy.

MISSOURI

LONG TERM DISABILITY

The following provision is applicable to residents of Missouri and is included to bring your Booklet-certificate into conformity with Missouri state law.

Subrogation

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

NEW HAMPSHIRE

LONG TERM DISABILITY

The following provision is applicable to residents of New Hampshire and is included to bring your Booklet-certificate into conformity with New Hampshire state law.

If you have a question regarding a claim, you or the policyholder may call Hartford Life at 1-800-752-9713. When calling, please give us the following information:

1. the policy number; and
2. the name of the policyholder (employer or organization) as shown in this Booklet-certificate.

This notice is for your information only and does not become a condition of this Booklet-certificate.

NEW JERSEY

LONG TERM DISABILITY

The following provision is applicable to residents of New Jersey and is included to bring your Booklet-certificate into conformity with New Jersey state law.

Subrogation

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

NEW YORK

LONG TERM DISABILITY

The following provisions are applicable to residents of New York and are included to bring your Booklet-certificate into conformity with New York state law.

1. Pre-existing Conditions Limitations

The following provision is added to the paragraph entitled "Are there any other limitations on coverage?" in the Pre-existing Conditions Limitations section appearing in your booklet.

However, if you become insured under the Group Insurance Policy and were covered under a group or blanket disability insurance plan or employer-provided disability benefit arrangement within 60 days of your effective date of coverage under this plan, any:

1. treatment-free period requirements; or
2. period of coverage requirements.

which were satisfied or partially satisfied under your previous coverage will be credited toward satisfaction of similar periods under this plan.

2. Continuity From a Prior Plan

The section entitled "Continuity From a Prior Plan" is amended to read as follows:

Is there continuity of coverage from a Prior Plan?

If you were:

1. insured under the Prior Plan;
2. Actively at Work; and
3. not eligible to receive benefits under the Prior Plan,

on the day before the Plan Effective Date, the Deferred Effective Date provision will not apply to you.

If you were covered under a Prior Plan within 60 days prior to the date your coverage under this plan takes effect, the Pre-Existing Conditions Limitation will cease to apply on the first to occur of the following dates:

1. the date your coverage under the plan takes effect, if your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Plan; or
2. if your coverage was limited by a pre-existing condition restriction under the Prior Plan, the date the restriction would have ceased to apply had the Prior Plan remained in force.

The amount of the Monthly Benefit payable for a Pre-existing Condition in accordance with the previous paragraph will be the lesser of:

1. the Monthly Benefit which was paid by the Prior Plan; or
2. the Monthly Benefit provided by this plan.

No payment shall be made after the earlier to occur of:

1. the date payments would have ceased under the Prior Plan; or
2. the date payments cease under this plan.

If you received Monthly Benefits for Disability under the Prior Plan, and:

1. you returned to work as an Active Full-time employee before the Effective Date of this plan;
2. within 6 months of the return to work, you have a recurrence of the same Disability under this plan; and
3. there are no benefits available for the recurrence under the Prior Plan,

the Elimination Period of this plan, which would otherwise apply to the recurrence, will be waived if the recurrence would have been covered without any further Elimination Period under the Prior Plan had it remained in force.

Prior Plan, for the purpose of this provision, means an employer-provided disability benefit arrangement or group or blanket long term disability insurance carried by the Employer on the day before the Plan Effective Date.

NORTH CAROLINA

LONG TERM DISABILITY

The following provisions are applicable to residents of North Carolina and are included to bring your Booklet-certificate into conformity with North Carolina state law.

1. Other Income Benefits Definition

With respect to the definition of Other Income Benefits which appears in the Definitions section of your Booklet-certificate, the following two items do not apply to you.

The item in the first paragraph of the definition of Other Income Benefits which reads we will offset with a "no-fault" automobile insurance plan does not apply to you.

The item in the second paragraph of the definition of Other Income Benefits which reads we will offset with a "portion of a settlement or judgement, minus associated costs, of a lawsuit that represents or compensates for your loss of earnings" does not apply to you.

2. Regular Care and Attendance by a Physician

The following paragraph is added to the provision entitled "When do benefits become payable" appearing in the Disability Benefits section of your Booklet-certificate.

Regular care by a physician will cease to be required, if in the opinion of qualified medical professionals, further medical care and treatment would be of no benefit to you.

3. Subrogation

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

4. Notification

The following provision replaces the provision of the same title appearing in the General Provisions section of your Booklet-certificate.

When should we be notified of a claim?

You must give us written notice of a claim within 30 days after Disability starts. If notice cannot be given within that time, it must be given as soon as possible. Such notice must include your name, your address and the Group Insurance Policy number. The notice should be sent to the Hartford Life and Accident Insurance Company, Hartford Plaza, Hartford, Connecticut 06115, or to the Employer, or an authorized agent of Hartford Life.

PENNSYLVANIA

LONG TERM DISABILITY

The following provision is applicable to residents of Pennsylvania and is included to bring your Booklet-certificate into conformity with Pennsylvania state law.

Other Income Benefits Definition Amended

The item in the first paragraph of the definition of Other Income Benefits which reads we will offset with a "no-fault" automobile insurance plan does not apply to you.

TEXAS

LONG TERM DISABILITY

The following provisions are applicable to residents of Texas and are included to bring your Booklet-certificate into conformity with Texas state law.

1. Workers' Compensation Notice

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

2. Insurer Information Notice

IMPORTANT NOTICE

To obtain information or make a Complaint:

You may call Hartford Life's toll-free telephone number for information or to make a complaint at:

1-800-752-9713 if about a claim
1-800-523-2233 if not about a claim

You may also write to
Hartford Life
P.O. Box 2999
Hartford, CT 06104-2999

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the
Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
FAX # (512)475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Hartford Life first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para Obtener Informacion O Para Someter Una Queja:

Usted puede llamar al numero de telefono gratis de Hartford's para informacion o para de someter una queja al:

1-800-752-9713 acerca de un reclamo
1-800-523-2233 para una queja

Usted tambien puede escribir a
Hartford
P.O. Box 2999
Hartford, CT 06104-2999

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al
Departamento de Seguros de Texas
P.O. Box 149104
Austin, TX 78714-9104
FAX # (512)475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo debe comunicarse con el (la compania) Hartford primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

UTAH

LONG TERM DISABILITY

The following provision is applicable to residents of Utah and is included to bring your Booklet-certificate into conformity with Utah state law.

Interpretation of Policy Terms and Conditions

The following provision is deleted:

Who interprets policy terms and conditions?

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy.

VIRGINIA

LONG TERM DISABILITY

The following provision is applicable to residents of Virginia and is included to bring your Booklet-certificate into conformity with Virginia state law.

Subrogation

The provision entitled "What are our subrogation rights?" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

WISCONSIN

LONG TERM DISABILITY

The following provision is applicable to residents of Wisconsin and is included to bring your Booklet-certificate into conformity with Wisconsin state law.

Subrogation

The following provision replaces the provision of the same title appearing in the General Provisions section of your Booklet-certificate.

What are our subrogation rights?

If an Insured Person:

1. suffers a Disability because of the act or omission of a third party;
2. becomes entitled to and is paid benefits under the Group Insurance Policy in compensation for lost wages; and
3. does not initiate legal action for the recovery of such benefits from the third party in a reasonable period of time.

then we will be subrogated to any rights the Insured Person may have against the third party and may, at its option, bring legal action to recover any payments made by it in connection with the Disability. Such right may be exercised only if the Insured Person has been, or will be, fully compensated for the lost wages.

The Plan Described in this Booklet

is Insured by the

Hartford Life and Accident Insurance Company
Hartford, Connecticut

Member of The Hartford Insurance Group

Service of Process
Tennessee Department
Of Commerce and Insurance
600 James Robertson Pkwy, 4th FL
Nashville TN 37243

CERTIFIED MAIL™



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HARTFORD LIFE & ACCIDENT INS CO
2908 POSTON AVENUE, % C S C
NASHVILLE, TN 37203